

State: District of Columbia **First Filing Company:** Hartford Casualty Insurance Company, ...
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability
Product Name: General Liability-Construction
Project Name/Number: General Liability-Construction/FN.13.035.2016.05

Filing at a Glance

Companies: Hartford Casualty Insurance Company
Hartford Insurance Company of the Midwest
Hartford Underwriters Insurance Company
Property and Casualty Insurance Company of Hartford
Twin City Fire Insurance Company
Hartford Accident and Indemnity Company
Hartford Fire Insurance Company

Product Name: General Liability-Construction

State: District of Columbia

TOI: 17.0 Other Liability-Occ/Claims Made

Sub-TOI: 17.0001 Commercial General Liability

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Requested (Renewal):

Author(s): Mabeline Silva, Brenda Clapper, Teresa Izzo

Reviewer(s):

Disposition Date:

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Effective Date (New):

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General Information

Project Name: General Liability-Construction

Project Number: FN.13.035.2016.05

Reference Organization:

Reference Title:

Filing Status Changed: 11/17/2016

State Status Changed:

Created By: Teresa Izzo

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Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

Submitted By: Teresa Izzo

Filing Description:

We are filing four new optional proprietary General Liability endorsements for use primarily with Construction related businesses and one for multiple segment use. We are also revising two forms, one for Construction, that is mandatory and one for multiple segment use that is optional. These endorsements modify our previously approved Commercial General Liability Coverage Form, HG 00 01 and/or our previously approved Commercial General Liability Coverage Form (Excess Broad Form) EH 00 02.

In addition, we are filing revision to our rules to accommodate our newly created forms.

See attached explanatory memorandums.

Company and Contact

Filing Contact Information

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Hartford, CT 06155

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Filing Company Information

Hartford Casualty Insurance Company	CoCode: 29424	State of Domicile: Indiana
Hartford Plaza	Group Code: 91	Company Type: Property
Hartford, CT 06155	Group Name: The Hartford Ins. Group	State ID Number:
(860) 547-5000 ext. [Phone]	FEIN Number: 06-0294398	

Hartford Insurance Company of the Midwest	CoCode: 37478	State of Domicile: Indiana
Hartford Plaza	Group Code: 91	Company Type: Property
Hartford, CT 06155	Group Name: The Hartford Ins. Group	State ID Number:
(860) 547-5000 ext. [Phone]	FEIN Number: 06-1008026	

Hartford Underwriters Insurance Company	CoCode: 30104	State of Domicile: Connecticut
Hartford Plaza	Group Code: 91	Company Type: Property
Hartford, CT 06155	Group Name: The Hartford Ins. Group	State ID Number:
(860) 547-5000 ext. [Phone]	FEIN Number: 06-1222527	

Property and Casualty Insurance Company of Hartford	CoCode: 34690	State of Domicile: Indiana
Hartford Plaza	Group Code: 91	Company Type: Property
Hartford, CT 06155	Group Name: The Hartford Ins. Group	State ID Number:
(860) 547-5000 ext. [Phone]	FEIN Number: 06-1276326	

Twin City Fire Insurance Company	CoCode: 29459	State of Domicile: Indiana
Hartford Plaza	Group Code: 91	Company Type: Property
Hartford, CT 06155	Group Name: The Hartford Ins. Group	State ID Number:
(860) 547-5000 ext. [Phone]	FEIN Number: 06-0732738	

Hartford Accident and Indemnity Company	CoCode: 22357	State of Domicile: Connecticut
690 Asylum Ave	Group Code: 91	Company Type: Property
Hartford, CT 06155	Group Name: The Hartford Ins. Group	State ID Number:
(860) 547-5000 ext. [Phone]	FEIN Number: 06-0383030	

Hartford Fire Insurance Company	CoCode: 19682	State of Domicile: Connecticut
Hartford Plaza	Group Code: 91	Company Type:
690 Asylum Avenue	Group Name: The Hartford Ins. Group	State ID Number:
Hartford, CT 06155	FEIN Number: 06-0383750	
(860) 547-5000 ext. [Phone]		

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Filing Fees

Fee Required? No

Retaliatory? No

Fee Explanation:

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Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data		Readability Score	Attachments
1		Contractors Broad Form	HS 24 50 03 17	03 17	END	Replaced	Previous Filing Number:			HS 24 50 03 17.pdf
							Replaced Form Number:	HS 24 50 12 14		
2		World Wide Coverage Endorsement	HS 24 74 03 17	03 17	END	Replaced	Previous Filing Number:			HS 24 74 03 17.pdf
							Replaced Form Number:	HS 24 74 06 05		
3		Option V. Blanket Additional Insured – As Required by Written Contract	HS 30 06 03 17	03 17	END	New				HS 30 06 03 17.pdf
4		Excess of Wrap	HS 30 07 03 17	03 17	END	New				HS 30 07 03 17.pdf
5		Excess of Wrap, including Difference in Conditions Coverage	HS 30 08 03 17	03 17	END	New				HS 30 08 03 17.pdf
6		Anti-Stacking Provision	HS 30 09 03 17	03 17	END	New				HS 30 09 03 17.pdf

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

INDEX

1. Alienated Premises Coverage.....	1
2. Damage To Your Work.....	1
3. Contractors Limited Professional Liability.....	1
4. Per Project and Per Location General Aggregate Limits Of Insurance.....	2
5. Medical Payments Coverage – Including Products - Completed Operations.....	3
6. Injury To Employee's Reputation With Respect To Incidental Medical Malpractice	3
7. Bodily Injury Employee Suits.....	3
8. Consolidated Insurance (Wrap-Up) Program.....	3
9. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability	4
10. Supplementary Payments.....	5
11. Two Or More Coverage Parts Or Policies Issued By Us.....	5
12. Notice of Cancellation to Certificate Holders	5
13. Contractual Liability Coverage For Personal And Advertising Injury	5
14. Insured Contract Definition	6

1. ALIENATED PREMISES COVERAGE

Exclusion **j. Damage To Property** of **Section I – Coverage A** is amended as follows:

- a. The following exception to the exclusion is deleted:

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

- b. This exception is replaced by the following:

Paragraph **(2)** of this exclusion does not apply if the premises are "your work".

2. DAMAGE TO YOUR WORK

Exclusion **I. Damage To Your Work** of **Section I - Coverage A** is replaced by the following:

I. Damage to Your Work

"Property damage" to that particular part of "your work" that must be restored, repaired or replaced because "your work" was incorrectly performed and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work performed incorrectly was performed on your behalf by a subcontractor.

This provision does not apply if exclusion **I. Damage To Your Work** has been otherwise modified by endorsement.

3. CONTRACTORS LIMITED PROFESSIONAL LIABILITY

The following exclusion is added to Paragraph **2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability**, and to Paragraph **2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

Professional services include:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and

- (2) Supervisory or inspection activities performed as a part of any related architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

This exclusion does not apply to your operations in connection with construction work performed by you or on your behalf.

However, this exception to the exclusion will not apply if you are in the business or profession of providing the professional services described above independent from the construction work performed by you or on your behalf.

In the event this insurance applies to any injury, damage, loss, cost or expense covered by Professional Liability insurance issued by a company unaffiliated with us, then the insurance afforded under this Coverage Part is excess over such other valid and collectible Professional Liability insurance (including any deductible or self-insured retention portion thereof), and any other valid and collectible insurance available to the insured whether primary, excess, contingent or on any other basis.

4. PER PROJECT AND PER LOCATION GENERAL AGGREGATE LIMITS OF INSURANCE

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A**, and for all medical expenses caused by accidents under **Section I - Coverage C**, which can be attributed only to ongoing operations at a single "project" or a single "location";

1. A separate Per Project General Aggregate Limit or a separate Per Location General Aggregate Limit applies to each "project" or "location", whichever is applicable. The Per Project General Aggregate Limit and Per Location General Aggregate Limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Per Project General Aggregate Limit or the Per Location General Aggregate Limit, whichever applies, is the most we will pay for the sum of all damages under

Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **Coverage C** regardless of the number of;

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

3. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the Per Project General Aggregate Limit for that "project" or the Per Location General Aggregate for that "location", whichever applies. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, the Per Project General Aggregate Limit for any other "project", or the Per Location General Aggregate Limit for any other "location".

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Per Project General Aggregate Limit if attributable only to ongoing operations at a single "project" or the Per Location General Aggregate if attributable only to ongoing operations at a single "location".

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A** and for all medical expenses caused by accidents under **Section I - Coverage C**, which cannot be attributed only to ongoing operations at a single "project" or a single "location";

1. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Per Project General Aggregate Limit or any Per Location General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-

Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit, or any Per Project General Aggregate Limit or any Per Location General Aggregate Limit.

D. The provisions of **Section III - Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

E. For the purposes of Paragraph 4, the following definitions apply:

"Project" means a premises an insured does not own or rent and where such insured performs construction-related operations. Each "project" involving the same or connecting lots, or premises whose connection is separated by a street, roadway, waterway or right-of-way railroad shall be considered a single "project". If a "project" has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the "project" shall be considered a single "project". "Project" does not include a premises that is a "location".

"Location" means a premises an insured owns or rents and where such insured performs business operations other than construction-related operations. Each "location" involving the same or connecting lots, or premises whose connection is separated by a street, roadway, waterway or right-of-way railroad shall be considered a single "location." "Location" does not include a premises that is a "project".

This provision does not apply if the Per Project and the Per Location General Aggregate Limit has been otherwise modified by endorsement.

5. MEDICAL PAYMENTS COVERAGE – INCLUDING PRODUCTS-COMPLETED OPERATIONS

Paragraph 1.a. of the **Insuring Agreement – Coverage C** is replaced by the following:

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent;
- (3) Because of your operations; or
- (4) Included within the definition of the "products-completed operations hazard;"

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

6. INJURY TO EMPLOYEE'S REPUTATION WITH RESPECT TO INCIDENTAL MEDICAL MALPRACTICE

A. The following is added to paragraph 1.e. of the **Insuring Agreement – Coverage A**:

(3) With respect to incidental medical malpractice, "bodily injury" includes damages claimed for injury to emotions or reputation of an "employee" arising out of the rendering or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic services.

B. The following exclusion is added to **Coverage B - Personal and Advertising Injury**:

"Personal and advertising injury arising out of the rendering or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic.

7. BODILY INJURY EMPLOYEE SUITS

A. "Bodily injury" as listed in paragraph 2.a.(1) of **Section II - Who Is An Insured**, does not apply to 2.a.(1)(a) through 2.a.(1)(c).

B. Part a. of Paragraph 4. **Nonowned Watercraft** in **Section II - Who Is An Insured** does not apply.

8. CONSOLIDATED INSURANCE (WRAP-UP) PROGRAMS

The following exclusion is added to **Section I Coverage A**:

This insurance does not apply to any "bodily injury" or "property damage" arising out of any "wrap project or premises" where an insured under this policy is also an insured under a commercial general liability (CGL) policy included within a "consolidated insurance (wrap-up) program." This exclusion applies even if the limits of insurance for such "consolidated insurance (wrap-up) program" are exhausted or not collected for any reason, including bankruptcy or insolvency of the insurer providing coverage for the "consolidated insurance (wrap-up) program". This exclusion also applies if the CGL coverage afforded under the "consolidated insurance (wrap-up) program" is narrower in scope than the coverage provided by this policy.

This exclusion does not apply to:

A. Products-Completed Operations Hazard Exception

"Bodily injury" or "property damage" arising out of an insured's operations at or in connection with a "wrap project or premises" when such "bodily injury" or "property damage" commences after the "products-completed operations hazard" coverage or any completed operations extension coverage provided by the applicable "consolidated insurance (wrap-up) program" has ended or is no longer in effect.

B. Excluded Operations Exception

"Bodily injury" or "property damage" arising out of an insured's operations at or in connection with a "wrap project or premises" to the extent the applicable "consolidated insurance (wrap-up) program" does not apply to those operations.

C. Off-Site Location Exception

"Bodily injury" or "property damage" resulting from an insured's operations at or in connection with a "wrap project or premises" at a location to which the applicable "consolidated insurance (wrap-up) program" does not apply.

D. Repair Work And Punch List Work Exception

"Bodily injury" or "property damage" resulting from "repair work" or "punch list work" at a "wrap project or premises" but only when the applicable "consolidated insurance (wrap-up) program" does not apply or no longer applies to such "repair work" or "punch list work".

This exception does not apply to the cost of performing such "repair work" or "punch list work", or to the "repair work" or "punch list work" itself.

E. Additional Insured Extension

"Bodily injury" or "property damage" for which you are solely an additional insured under the "consolidated insurance (wrap-up) program".

The coverage provided under Paragraphs **8.A** through **8.E.** above is subject to all terms, conditions and exclusions of this policy.

For purposes of Paragraph **8.**, the following definitions apply:

"Consolidated insurance (wrap-up) program" means any agreement or arrangement, including any contractor-controlled, owner-controlled or similar insurance program under which one or more contractor(s) working on a specified project

are insured under one or more commercial general liability (CGL) policies issued by a specified carrier for injury or damage arising out of operations conducted in connection with or necessary or incidental to the project.

"Wrap project or premises" means any premises or construction project subject to a "consolidated insurance (wrap-up) program".

"Repair work" means service, maintenance, correction, repair, replacement work, or periodic inspection performed by an insured at or in connection with a "wrap project or premises", in order to replace or repair an insured's completed work.

"Punch list work" means work performed by an insured at or in connection with a "wrap project or premises" in order to complete the work called for in an insured's contract for the "wrap project or premises".

9. ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY

A. Exclusion **p.** of **Section I – Coverage A – Bodily Injury And Property Damage** Liability is replaced by the following:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to liability for damages because of "bodily injury".

- B. The following is added to Paragraph 2. Exclusions of **Section I – Coverage B – Personal and Advertising Injury** :

2. Exclusion

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

- C. The following paragraph is added to **Section III – Limits Of Insurance**:

Subject to Paragraph 5. **Each Occurrence Limit**, the most we will pay under **Coverage A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is \$100,000, unless modified by endorsement.

- D. The following definition is added to **Section V - Definitions**:

"Electronic data" means information, facts or programs:

- a. Stored as or on;
- b. Created or used on; or
- c. Transmitted to or from;

computer software, (including systems and applications software) hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- E. For the purposes of the coverage provided by this provision, the definition of "property damage" in **Section V - Definitions** is replaced by the following:

"Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

10. SUPPLEMENTARY PAYMENTS

In the **Supplementary Payments – Coverages A and B** provision:

The limit for the cost of bail bonds is increased to \$2,500.

11. TWO OR MORE COVERAGE PARTS OR POLICIES ISSUED BY US

If this policy and any other policy issued to an insured by us or any affiliated company provides coverage that applies to the same claim or damages, the maximum applicable limit(s) of liability or limit of insurance under all the policies will not exceed the highest applicable limit of liability or limit of insurance under any one policy. This condition does not apply to any policy issued by us or an affiliated company specifically written to apply as excess insurance over this policy.

12. NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate

holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

13. CONTRACTUAL LIABILITY COVERAGE FOR PERSONAL AND ADVERTISING INJURY

Exclusion e. of **SECTION I – COVERAGE B**

PERSONAL AND ADVERTISING INJURY

LIABILITY is replaced by the following:

This insurance does not apply to:

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "personal and advertising injury" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

14. INSURED CONTRACT DEFINITION

a. INSURED CONTRACT—CONSTRUCTION OPERATIONS AND MUNICIPAL WORK

Paragraph d. of the definition of "insured contract" in **Section V - Definitions** is deleted and replaced by the following:

An obligation, as required by ordinance, to indemnify a municipality.

b. CONTRACTUAL LIABILITY

Paragraph f. of the definition of "insured contract" is deleted and replaced by the following:

That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage", or "personal and advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury", "property damage", or "personal and advertising injury" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

All other terms and conditions in the policy remain unchanged.

POLICY NUMBER:



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WORLDWIDE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Solely with respect to "bodily injury" or "property damage" included within the "products-completed operations hazard":

1. The definition of "coverage territory" in **Definitions - Section V** is replaced by the following:

"Coverage territory" means:

- a. Anywhere in the world, except as provided in **2.** below, with respect to any claim or "suit" seeking damages on account of an "occurrence"; provided that with respect to any claim or "suit" brought outside the United States of America (including its territories and possessions), Puerto Rico and Canada:
 - (i) We shall have the right but not the duty to investigate, defend or settle any such claim or "suit" brought against any insured; and
 - (ii) If we elect not to investigate, defend or settle any such claim or "suit", the insured under our supervision shall arrange for such investigation and defense thereof as are reasonably necessary, and subject to our prior

written authorization, shall effect such settlement as we and the insured deem expedient. We will reimburse the insured for the reasonable cost of such investigation and defense. Additionally, and within our limit of insurance, we will reimburse the insured for the amount of any settlement so effected, in accordance with this policy, and subject to any deductible or "self-insured retention".

- b. International waters or airspace provided the injury or damage does not occur in the course of travel or transportation to, from or between any of the countries listed in **2.** below.
2. "Coverage territory" shall not include any of the following countries:
 - a. Any country under embargo or sanctions with the United States, to the extent of the embargo or sanctions determined by The Office of Foreign Assets Control; or
 - b. Any country shown in the Schedule below:

SCHEDULE



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AS REQUIRED BY WRITTEN CONTRACT – OPTION V

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION II — WHO IS AN INSURED, Paragraph 6.
Additional Insureds When Required by Written Contract, Written Agreement or Permit,
Subparagraph f. **Any Other Party** is deleted and replaced with the following:

- A.** Any other person or organization who is not an additional insured under Paragraphs **a.** through **e.** above and has not been added as an additional insured by separate endorsement under this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" as described in Paragraph **(1)**, **(2)**, or **(3)** below, whichever applies:
- (1)** If the "written contract" specifically requires you to provide additional insured coverage to that person or organization by the use of the Additional Insured – Owners, Lessees or Contractors endorsement CG 20 10 11 85, or Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors - Completed Operations endorsement CG 20 37 10 01, then such person or organization is an additional insured, but only with respect to liability arising out of "your work" to which the "written contract" applies; or
- (2)** If the "written contract" specifically requires you to provide additional insured coverage to that person or organization by the use of:
- a.** The Additional Insured — Owners, Lessees or Contractors — Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured — Owners, Lessees or Contractors — Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or
- b.** Either or both of the following: the Additional Insured — Owners, Lessees or Contractors — Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured — Owners, Lessees or Contractors — Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;
- then such person or organization is an additional insured, but only with respect to liability caused, in whole or in part, by "your work" to which the "written contract" applies;
- (3)** If neither Paragraph **(1)** nor **(2)** above applies, then the person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by "your work" to which the "written contract" applies.
- B.** The insurance afforded to the additional insured under this endorsement:
- (1)** Applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:
- (a)** During the policy period; and
- (b)** Subsequent to the execution of the "written contract"; and
- (c)** Prior to the expiration of the period of time that the "written contract" requires such insurance be provided to the additional insured; and
- (d)** Only to the extent permitted by law; and
- (e)** Will not be broader than that which the "written contract" requires.
- C.** The following additional exclusion applies to any person or organization that qualifies as an additional insured under this endorsement:
- (1)** This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

D. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other Insurance, Paragraph b. Excess Insurance, Subparagraph (7) When You Add Others As An Additional Insured To This Insurance is deleted and replaced with the following:

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this endorsement for this Coverage Part.

(a) Primary Insurance

This insurance is primary if you have agreed in the "written contract" that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Paragraph (c) below. This insurance does not apply to other insurance to which the additional insured has been added as an additional insured.

(b) Primary And Non-Contributory To Other Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (i) The additional insured under this endorsement is a Named Insured under such other insurance; and
- (ii) You have agreed in the "written contract" that this insurance would be primary and would not seek contribution from any other insurance available to such additional insured.

(c) Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

- E. With respect to insurance provided to the person or organization that is an additional insured under this endorsement, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim or Suit** is amended to include the following:

The additional insured must tender the defense and indemnity of any claim or "suit" to any other insurer or self-insurer whose policy or program applies to a loss we cover under this endorsement. However, if the "written contract" requires this insurance to be primary and non-contributory, then this provision does not apply to insurance to which the additional insured is the Named Insured.

- F. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" included in the "products-completed operations hazard", unless the "written contract" specifically requires such coverage be provided for the additional insured. If additional insured coverage during the "products-completed operation hazard" is required by the "written contract", then such coverage will be provided for either:
 - (1) The number of years as required by the "written contract", but in no event greater than the applicable state's statute of repose; or
 - (2) If the "written contract" is silent on the number of years required for "products-completed operations coverage", then such coverage will be provided for 2 years from the date this policy expires, cancels or terminates.
- G. Only for the purpose of this endorsement, "written contract" means a written contract or written agreement that requires you to include a person or organization as an additional insured on this Coverage Part, provided that:
 - a. The "bodily injury", "property damage" or "personal advertising injury" is caused by an "occurrence" or offense during the policy period; and
 - b. The "written contract" was executed prior to the inception of the policy period and in effect during such "bodily injury", "property damage" or "personal advertising injury".

All other terms and conditions in the policy remain unchanged.

POLICY NUMBER:



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCESS OF WRAP COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Project(s) or Premises:

--

Solely with respect to the Project(s) shown in the Schedule above the following shall apply:

1. The following is added to Paragraph **8. CONSOLIDATED INSURANCE (WRAP-UP) PROGRAMS** in the **CONTRACTORS BROAD FORM ENDORSEMENT** attached to this policy and applies to the Project(s) or Premises shown in the Schedule above and only to the Named Insured:

F. Excess Coverage Exception. "Bodily injury" or "property damage" arising out of the Named Insured's operations at or in connection with the "wrap project or premises" shown in the Schedule above when such "bodily injury" or "property damage" would have been covered under the applicable "consolidated insurance (wrap-up) program," except that the applicable limits of insurance were exhausted due to the payment of claims, but only when the insurance provided to the Named Insured under the applicable "consolidated insurance (wrap-up) program":

- (i) Has minimum limits in the amount of \$25,000,000 per Occurrence, \$25,000,000 General Aggregate, and \$25,000,000 Products and Completed Operations Aggregate; and
- (ii) Has been placed with an A-rated carrier in the admitted market; and
- (iii) Provides coverage for "bodily injury", "property damage" and "personal and advertising injury" on an occurrence basis for the duration of the "wrap project or premises" shown in the Schedule.

This subparagraph **F.** applies only when the limits of insurance available to the Named Insured under the "consolidated insurance (wrap-up) program" are exhausted, and does not apply when the limits of insurance available to the Named Insured are not collected due to bankruptcy or insolvency of the insurer for the "consolidated insurance (wrap-up) program" or for any other reason. To the extent this subparagraph **F.** applies, we will provide coverage for such "bodily injury" or "property damage" excess over any other valid and collectible insurance available to the Named Insured for the "wrap project or premises" shown in the Schedule, whether primary, excess, contingent or on any other basis.

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **4. Other Insurance**, Subparagraph **b. Excess Insurance** is amended to add **8. Excess of Wrap Coverage**, as described in this endorsement.

All other terms and conditions in the policy remain unchanged.



Policy Number:

EXCESS OF WRAP COVERAGE AND DIFFERENCE IN CONDITIONS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Project(s) or Premises:

--

Solely with respect to the Project(s) shown in the Schedule above the following shall apply:

1. The following is added to Paragraph **8. CONSOLIDATED INSURANCE (WRAP-UP) PROGRAMS** in the **CONTRACTORS BROAD FORM ENDORSEMENT** attached to this policy and applies to the Project(s) or Premises shown in the Schedule above and only to the Named Insured:

F. Excess Coverage Exception. "Bodily injury" or "property damage" arising out of the Named Insured's operations at or in connection with the "wrap project or premises" shown in the Schedule above when such "bodily injury" or "property damage" would have been covered under the applicable "consolidated insurance (wrap-up) program," except that the applicable limits of insurance were exhausted due to the payment of claims, but only when the insurance provided to the Named Insured under the applicable "consolidated insurance (wrap-up) program":

- (i) Has minimum limits in the amount of \$25,000,000 per Occurrence, \$25,000,000 General Aggregate, and \$25,000,000 Products and Completed Operations Aggregate; and
- (ii) Has been placed with an A-rated carrier in the admitted market; and
- (iii) Provides coverage for "bodily injury", "property damage" and "personal and advertising injury" on an occurrence basis for the duration of the "wrap project or premises" shown in the Schedule.

This subparagraph **F.** applies only when the limits of insurance available to the Named Insured under the "consolidated insurance (wrap-up) program" are exhausted, and does not apply when the limits of insurance available to the Named Insured are not collected due to bankruptcy or insolvency of the insurer for the "consolidated insurance (wrap-up) program" or for any other reason. To the extent this subparagraph **F.** applies, we will provide coverage for such "bodily injury" or "property damage" excess over any other valid and collectible insurance available to the Named Insured for the "wrap project or premises" shown in the Schedule, whether primary, excess, contingent or on any other basis.

G. Difference in Conditions Exception. "Bodily injury" or "property damage" arising out of the Named Insured's operations at or in connection with the "wrap project or premises" shown in the Schedule above when such "bodily injury" or "property damage" is not covered under the applicable "consolidated insurance (wrap-up) program" and when such "bodily injury" or "property damage" would be afforded coverage under the terms of this policy. To the extent this subparagraph **G.** applies, we will provide coverage for such "bodily injury" or "property damage" excess over any other valid and collectible insurance available to the Named Insured for the "wrap project or premises" shown in the Schedule, whether primary, excess, contingent or on any other basis.

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **4. Other Insurance**, Subparagraph **b. Excess Insurance** is amended to add **8. Excess of Wrap and Difference in Conditions Coverage**, as described in this endorsement.

All other terms and conditions in the policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ANTI-STACKING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to Section I - Coverages, Coverage A Bodily Injury and Property Damage Liability, Insuring Agreement 1. c.:

(4) In the event of continuing or progressively deteriorating "bodily injury" or "property damage" such "bodily injury" or "property damage" shall constitute a single "occurrence" and all such "bodily injury" or "property damage" shall be deemed to take place only when such "bodily injury" or "property damage" first commenced, whether or not any insured knew the "property damage" or "bodily injury" had commenced. This provision applies only if the "bodily injury", "property damage" for which the "suit" or claim is seeking damages arose out of, or is any way related to, "your work" or "your product" arising out of a "residential premises".

2. For the purposes of this endorsement, "Residential Premises" include, but are not limited to:

(a) Condominiums, cooperatives, dwellings, homes, houses, townhome or townhouses, timeshares and "mixed-use buildings"; and

(b) Appurtenant common areas, structures, facilities and grounds associated with the residential premises except a public street or public road or public right of way or utility easement located on or near a residential premise.

"Residential premises" also include any conversion of property to or from any of the residential premises described above.

"Residential premises" do not include nursing homes, assisted living facilities, hospitals, dormitories, jails, prisons, military housing, apartment buildings, hotels or motels, provided that any such premises, in whole or in any part, are or were not at any time, marketed, sold, occupied, or used as condominiums, cooperatives, dwellings, homes, houses, townhomes or townhouses, timeshares or "mixed-use buildings".

"Mixed-use buildings" means any structures and improvements thereto which contain both: (1) residential premises and (ii) commercial or industrial space.

SERFF Tracking #:	HART-130807169	State Tracking #:		Company Tracking #:	FN.13.035.2016.05
<hr/>					
State:	District of Columbia	First Filing Company:	Hartford Casualty Insurance Company, ...		
TOI/Sub-TOI:	17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability				
Product Name:	General Liability-Construction				
Project Name/Number:	General Liability-Construction/FN.13.035.2016.05				

Rate Information

Rate data does NOT apply to filing.

State:	District of Columbia	First Filing Company:	Hartford Casualty Insurance Company, ...
TOI/Sub-TOI:	17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability		
Product Name:	General Liability-Construction		
Project Name/Number:	General Liability-Construction/FN.13.035.2016.05		

Supporting Document Schedules

Bypassed - Item:	Readability Certificate
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Consulting Authorization
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Copy of Trust Agreement
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Expedited SERFF Filing Transmittal Form
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Explanatory Memorandum
Comments:	
Attachment(s):	Construction Filing Memo.pdf
Item Status:	
Status Date:	



General Liability Forms Filing

About This Filing

We are filing four new optional proprietary General Liability endorsements for use primarily with Construction related businesses and one for multiple segment use. We are also revising two forms, one for Construction, that is mandatory and one for multiple segment use that is optional. These endorsements modify our previously approved Commercial General Liability Coverage Form, HG 00 01 and/or our previously approved Commercial General Liability Coverage Form (Excess Broad Form) EH 00 02.

NEW ENDORSEMENTS

HS 30 06 03 17 (Option V. Blanket Additional Insured – As Required by Written Contract). This endorsement modifies the Commercial General Liability (“CGL”) Coverage Part and is designed to provide blanket additional insured status and tracts contract requirements to ISO AI forms.

HS 30 07 03 17 (Excess of Wrap). This endorsement modifies the CGL Coverage Part and adds additional extensions to the Wrap Exclusion that resides in the Contractor’s Broad Form only for the Named Insured.

HS 30 08 03 17 (Excess of Wrap and Difference in Conditions Coverage). This endorsement adds additional extensions to the Wrap Exclusion that resides in the Contractor’s Broad Form and also adds broadened Conditions coverage only to the Named Insured.

HS 30 09 03 17 (Anti-Stacking Provision). This endorsement modifies the CGL Coverage Part and is a restriction of coverage limiting the Limits of Insurance. This endorsement excludes continuing or progressively deteriorating “bodily injury” or “property damage” to which a claim or “suit” seeking damages arose out of or is in any way related to “your work” or “your product” arising out of a “residential premises”.

HS 24 72 03 17 (Worldwide Coverage Endorsement – State specific NY version). This endorsement, solely with respect to the products-completed operations hazard, amends the definition of coverage territory to worldwide with the exception of embargoes or sanctioned countries.

REVISED ENDORSEMENTS

HS 24 50 03 17, HS 24 24 03 17 – TX, HS 24 60 03 17 - NY, HS 30 04 03 17 - FL- (Contractors Broad Form – includes updates to state specific versions for TX, NY and FL). These revisions will match the changes made to the current version of the CGL, provide a clarified Damage to Your Work Exclusion and provide additional extensions of coverage to the Wrap Exclusion.

HS 24 74 03 17, (Worldwide Coverage Endorsement – Countrywide version) This revision will further clarify our intent to provide, solely with respect to the products-completed operations hazard, amendment to the definition of coverage territory to worldwide with the exception of embargoed or sanctioned countries.



Section I – General Liability Forms List

The following optional and one mandatory proprietary form are being submitted for your approval:

New Form Number	New Form Title
HS 30 06 03 17	Option V – Blanket Additional Insured – As Required by Written Contract
HS 30 07 03 17	Excess of Wrap
HS 30 08 03 17	Excess of Wrap and Difference in Conditions Coverage
HS 30 09 03 17	Anti-Stacking Provision
HS 24 72 03 17	Worldwide Coverage Endorsement – State Specific NY Version
Revised Form Number	Revised Form Title
HS 24 50 03 17	Contractors Broad Form – Countrywide - Mandatory
HS 24 24 03 17	Contractors Broad Form - Texas
HS 24 60 03 17	Contractors Broad Form - NY
HS 30 04 03 17	Contractors Broad Form - FL
HS 24 74 03 17	Worldwide Coverage Endorsement – Countrywide

Section II – Description of New Forms

Form Number	Form Title
HS 30 06 03 17	Option V – Blanket Additional Insured – As Required by Written Contract

Option V – Blanket Additional Insured – As Required by Written Contract amends the CGL Coverage Part (HG 00 01) by providing blanket additional insured coverage to track the contract requirements to former ISO Additional Insured forms.

Form Number	Form Title
HS 30 07 03 17	Excess of Wrap
HS 30 08 03 17	Excess of Wrap, including Difference in Conditions Coverage

Excess of Wrap and Excess of Wrap, including Difference in Conditions Coverage – each form amends the CGL Coverage Part (HG 00 01) and adds additional coverage extensions to the Wrap Exclusion located in the Contractors Broad Form only to the Named Insured. Specifically, each form adds “bodily injury” or “property damage” coverage arising out of the Named Insured’s operations at or in connection with the “wrap project or premises” shown in the Schedule when such damages would have been covered under the insurance provided to the Named Insured under the applicable wrap except that the applicable limits were exhausted due to the payment of claims. The Excess of Wrap, including Difference in Conditions adds “bodily injury” or “property damage” coverage for operations shown in the Schedule that are not covered under the Wrap .

EXPLANATORY MEMORANDUM - FORMS

General Liability Filing

Filing XX.XX.XXX.2016.XX



Form Number	Form Title
HS 30 09 03 17	Anti-Stacking Provision

Anti-Stacking Provision amends the CGL Coverage Part (HG 00 01) and applies only to residential exposures. The restriction adds a provision to the insuring agreement for Coverage A Bodily Injury and Property Damage Liability that in the event of continuing or progressively deteriorating “bodily injury” or “property damage” such “bodily injury” or “property damage” shall be deemed to take place only when such “bodily injury” or “property damage” first commenced. This form is mandatory only for specified class codes.

Form Number	Form Title
HS 24 72 03 17	Worldwide Coverage Endorsement – (State Specific NY version)

Worldwide Coverage Endorsement – (State Specific NY version). This endorsement, solely with respect to the products-completed operations hazard, amends the definition of coverage territory to worldwide with the exception of embargoes or sanctioned countries.

Section III – Description of Revised Forms

Form Number	Form Title
HS 24 50 03 17, HS 24 24 03 17, HS 24 60 03 17, HS 30 04 03 17	CONTRACTORS BROAD FORM – HS 24 50 03 17 Countrywide version, HS 24 24 03 17 – TX version, HS 24 60 03 17, NY version, HS 30 04 03 17, FL version.

This mandatory endorsement, and the three state versions (TX, NY, and FL), modifies the CGL (HG 00 01) and is revised to match the revisions made to HG 00 01. Additionally, the revisions provide new off-site location exception to the Wrap exclusion. This exception applies to all insureds. There also is a new repair work exception to the Wrap exclusion and removes requirements for audit.

Form Number	Form Title
HS 24 73 04 13	Worldwide Coverage Endorsement

This optional coverage endorsement (Countrywide version) modifies either the CGL (HG 00 01) or the CGL Broad Form (EH 00 02). This revision will further clarify our intent to provide, solely with respect to the products-completed operations hazard, amendment to the definition of coverage territory to worldwide with the exception of embargoes or sanctioned countries



Additional Information

We have prepared a rate/rule filing as a companion to this filing.

Copyright information

This material is proprietary to The Hartford and may not be copied without The Hartford's prior express written approval.

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